

CONSENT OF ENCROACHMENT

THIS INDENTURE made this ____ day of _____, 20____, by and between the City of Indianapolis, Indiana, through its Department of Public Works ("GRANTOR") and _____ ("GRANTEE").

WITNESSETH:

WHEREAS, the following described real estate is located in the County of Marion, State of Indiana:

("Real Estate") is subject to an easement reserved for the use of GRANTOR; which easement is on the _____ side of said Real Estate as shown on Exhibit A ("Easement"), attach hereto and incorporated herein; and

WHEREAS, GRANTEE is the present owner(s) of record of the above-described Real Estate and requests the consent of GRANTOR to encroach upon, over, and across said Easement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, GRANTOR does hereby grant unto GRANTEE, its heirs, grantees, devisees, successors and assigns, its consent to encroach upon said Easement; provided, however, that the encroachment shall be limited to:

only, and no other structure whatsoever; and that such limitation shall be construed as a condition upon which this grant is made and accepted and for breach of which GRANTOR may recover damages and, without prejudice thereto, may compel by injunction or otherwise the revocation of all or any part of said Encroachment.

GRANTEE, by acceptance of this instrument, hereby agrees for itself, its heirs, grantees, devisees, successors, and assigns to indemnify and hold GRANTOR harmless from any and all damages or loss from injury or damage resulting to person or property by reason of the encroachment permitted herein.

GRANTEE, by acceptance of this instrument, hereby agrees for itself, its heirs, grantees, devisees, successors, and assigns:

- (1) to reimburse GRANTOR for any and all additional expense incurred for repair, reconstruction, maintenance, removal, or alteration done in the Easement as a result of the Encroachment; and
- (2) to waive any right to damages against GRANTOR, its successors and assigns, which may be caused by GRANTOR in the exercise of its right to repair and maintain its drainage facility and/or sanitary sewer in the Easement.

This instrument shall not be construed as a release of any rights of GRANTOR in the Easement other than the right to object to the specific encroachment herein described.

GRANTEE hereby affirms that no unauthorized alterations of this document have taken place.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this instrument on the day and year written above.

GRANTEE:

Signature

Signature

Printed Name

Printed Name

STATE OF INDIANA)

) SS:

COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public in and for said County and State,
personally appeared _____, GRANTEE

herein, who acknowledged the execution of the foregoing instrument to be his/her free and voluntary act on the ____ day of _____, 20____.

County of Residence

Notary Public Signature

Commission Expiration Date

Printed Name

RECOMMENDED FOR APPROVAL:

Stefan Wolfla, Infrastructure Manager,
Department of Code Enforcement

APPROVED PER LEGAL:

_____(signature) _____(print)
Assistant Corporation Counsel
Office of Corporation Counsel

CITY OF INDIANAPOLIS:

Lori Miser, Director
Department of Public Works
By Steven R. Hardiman II
Executive Assistant

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared Steven R. Hardiman II, who acknowledged the execution of the foregoing to be a voluntary act and deed for the uses and purposes herein mentioned. I have here unto subscribed my name and affixed my official seal, on the _____ day of _____, 20 ____ .

STATE OF INDIANA)
) SS:

COUNTY OF MARION)

Subscribed and sworn to me this _____ day of _____, 20____.

County of Residence Notary Public

Signature

Commission Expiration Date

Printed Name

This instrument was prepared by Justin Paicely, Assistant Corporation Counsel, 200 E. Washington Street, Suite 1601, Indianapolis, Indiana 46204.

“ I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.” Ellen Hurley, Office of Corporation Counsel

2-10-16